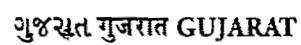


EXHIBIT B

Master
License
Agreement



R 385261

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தேவையு:

ચિરાગ અવંતિજીમાર પટેલ

ભા.વં.એસ.બી. ૨૫૨-૨૫૩/૧૯૯૬

सी/१५२, सी.पी.नगर विभाग-२,

ધાટલોડીયા, અમદાવાદ ના સહોદી
સહી X સંસ્કૃતિ કલેક્ટરના હાતી. માર્ગદર્શક

MASTER LICENSE AGREEMENT

1 This Master License Agreement is entered into on this 24th day of April, 2010
2 between SANKALP RECREATION PVT. LTD. through its Director Shri
3 KAILASH RAMAVATAR GOENKA having their Administrative Office at 4th Floor,
4 Sankalp Square, Drive In Road, Ahmedabad, [hereinafter referred to be SANKALP
5 for the sake of brevity which term means and includes its executors, administrators
6 and assigns] and Prayosha Restaurant Group, LLC, through its President, Mr.
7 SURESH N. PATEL with its principal place of business at 419 Acorn Drive, Paramus,
8 New Jersey (USA) 07652, [hereinafter referred to as Master Licensee for the sake of
9 brevity, which term means and includes its executors, administrators and assigns].

WHEREAS Sankalp has acquired over a period of more than a couple of decade vast knowledge, experience and skill in both technical and commercial aspects of management of Restaurant Businesses and Reputation of Excellence in Restaurant Management.

[Signature]

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And WHEREAS SANKALP RECREATION PVT. LTD. through its Director SHRI KAILASH RAMAVATAR GOENKA is the only person to give License now onwards in the world and in future. SANKALP now well equipped to provide technical, commercial and managerial know-how in the management of Restaurant to others by way of Franchising arrangements.

AND WHEREAS the Master Licensee who is desirous of operating the business of Restaurants by entering into a License Agreement, for valuable consideration, has approached Sankalp to help them in the setting up Licensed Restaurants in North Eastern States of the United States of America, [hereinafter referred to as 'scheduled area' for the sake of brevity].

WHEREAS MRS. NITU KAILASH GOENKA is the owner and rightful user of the Name, Style and abbreviation of the words 'SANKALP', and its artwork, and its logo and its trademark;

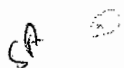
AND WHEREAS MRS. NITU KAILASH GOENKA has authorized M/s. SANKALP RECREATION PVT. LTD. to use and to give license to use the name "SANKALP" now onwards and future in the world;

AND WHEREAS MRS. NITU KAILASH GOENKA has authorized M/s. SANKALP RECREATION PVT. LTD. to collect royalty on licensing the usage of name "SANKALP" and reimburse the Royalty collected thereby to Mrs. NITU KAILASH GOENKA;

AND WHEREAS the Master Licensee herein is interested to use the said trademark 'SANKALP' in respect of the said goods and the Master Licensee desires to start the business by entering into this agreement to use the said trade mark and trading style for valuable consideration and has approached the Licensor to grant user license for the premises located at North Eastern States of the United States of America, hereinafter, referred to as the user premises.

Now, This Agreement witnesseth and it is hereby agreed by and between SANKALP and the Master Licensee as follows:

1. This Agreement is effective from 3rd April, 2008.
2. SANKALP shall provide managerial and technical expertise in the management of Restaurant business to be carried on, by the Licensee, at the Licensed Restaurants and more particularly to give them the benefit of commercial knowledge and managerial skills that SANKALP possesses such as :
 - A. Selection, Appointment and training of staff both for the kitchens and Restaurants.
 - B. Providing of adequate experience for purchase of kitchen and other Restaurant equipment's, Furniture and fitting and other materials such as table, linen, crockery cutlery, utilities etc. or the operation of the Licensed Restaurants.
 - C. Planning Menus, Fixing prices, sourcing supplies of raw material and durable.



D. Providing advice of hygiene and cleanliness procedures for the kitchen and the Restaurant.

3. **SANKALP** shall where required depute personnel such as Directors, Employees, Auditors, Agents or other nominees to supervise, organize, arrange and assist in the management of the said Licensed Restaurants.

4. **SANKALP** shall be entitled and shall be reimbursed of all the expenses incurred by them for and on behalf of the Master Licensee for the above work and including accommodation, food and traveling expenses.

5. Master Licensee shall procure proprietary materials for the Restaurants from **SANKALP**.

6. Traveling should be borne by Master Licensee if any Employee is being appointed by **SANKALP**.

Master Licensee shall bear all the traveling, lodging, boarding and other subsistence expenses of persons deputed by **SANKALP** in terms of para 4 and 5 above. Commensurate with the status and responsibilities of deputationists while engaged in the performance of services stipulated in terms of this Agreement.

7. The Master Licensee shall interact with the Licensor on matters of renovation, setup, startup and coordinate the same with the Licensor.

8. The Master Licensee shall collect and collate all information about competitors and market conditions on a regular basis and keep informed about the same to the Licensor.

9. The Master Licensee shall open first Restaurant within 5 (five) months of this agreement and thereafter open at least 4 (four) restaurants within one year thereafter.

10. The Master Licensee shall enter into individual Licensee Agreement for each Licensed Restaurant with the Licensor prior to opening of such Licensed restaurant.

11. In consideration of the services under this Agreement **SANKALP** shall be entitled and be paid a License Fee of US\$.20,000/- (Non-Refundable) (United States Dollars Twenty thousand only) by the Master Licensee per each Restaurant to be opened in scheduled area, and shall also be paid a running License Fee @ 4% of the net sales (i.e. gross sales minus VAT) of such Licensed Restaurant . The Master Licensee shall, also pay, in consideration of the license to use the registered



* Total 5% and Master Licensor shall get 5% (3% & 2%)
of the net sales.
Goen SP

trademark / name of 'SANKALP', shall pay to the Licensor a running Royalty @
4% of the net sales (i.e. gross sales minus VAT) of the Party of the Second Part; In
such manner the Master Licensee shall pay total 8% of the net sales to the
Licensor. For sub-licensing the agreement, the licensor shall get *

It is also agreed that the Party of the Second Part shall pay the above said
amount to the Party of the First Part on or before the 5th of every month for the
preceding month subject to corrections which may be enforced annually at the end of
the accounting year based on the audited accounts of the Licensed Restaurant of the
Licensee. The License Fee shall be reviewed for revision after five years.

12. The Master Licensee shall be liable to pay a Late Fee amount of 1% of outstanding
amount per day in case of default of timely payment of License Fee as prescribed
hereinabove in para: 11.

13. The Master Licensee shall also set aside an amount equivalent to 2% of total Sales
amount towards common Publicity expenses to be undertaken by SANKALP. The
said amount shall have to be deposited in separate account as decided by SANKALP,
by 7th day of each month, regularly.

14. The Master Licensee shall also undertake publicity locally, at its own cost, in
consultation with the Licensor, as and when required.

15. It is also agreed between the Parties that any Government Taxes such as VAT,
Service Tax, etc or whatever new taxes may be levied by the Government from time
to time, on the above said License fee shall be borne by the Master Licensee,
whereas any Income Tax, etc on such fees levied in the United States of America shall be
paid by the Licensor. Goen SP India Goen SP

16. The Master Licensee shall prior to opening of the Restaurant, deposit and maintain
an interest-free deposit of US\$2500/- with SANKALP towards License Fees and
supply of proprietary materials by SANKALP.

17. The Master Licensee shall provide a copy of the aforesaid accounts to SANKALP.

18. LOCK-IN PERIOD: The Master Licensee herein shall not be entitled to withdraw
out of this Agreement or terminate this Agreement for a period of 5 years from the
date of this Agreement. In any case, if the License opts to terminate or back-out of
this License Agreement, the Master Licensee shall pay to the Licensor License
fees for the balance period of five years, based on the average of last twelve months.

19. The term of this agreement shall be for a period of 11.04.2018, renewable from the
date: 11.04.2018 and shall be renewed at the option of SANKALP. For renewal,
the Master Licensee shall have to pay a renewal fee of US\$2500/- to SANKALP.

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20. The Master Licensee shall have right to set up Licensed Restaurants as per this agreement in the scheduled area. Whenever the Licensor has proposals to set up Licensed Restaurants in other parts of the United States of America, other than the scheduled areas, the Master Licensee shall have the first right to refuse to open Licensed restaurants in such new areas.
21. The Master Licensee hereby confirms that any information, recipe, proprietary material, etc. received from the Licensor, is highly confidential, has been developed with a great deal of effort and expense of the Licensor and is being made available to the Master Licensee solely because of this License Agreement. The Master Licensee hereby confirms and assures the Licensor that he shall treat all 'confidential information' as confidential' and neither the Master Licensee nor his employee, agent or any person related to the Master Licensee shall disclose, publish, or divulge any 'confidential information' or any proprietary material to any person, directly or indirectly, without the express written consent of the Licensor.
22. It is expressly agreed that SANKALP shall not be liable or held responsible for any financial or other liabilities arising from or out of the running of the Licensed Restaurant referred to in this Agreement and the Master Licensee hereby agrees to indemnify and continue holding SANKALP fully indemnified against any liability of whatsoever nature arising from any proceeding in any forum tribunal or court of law or elsewhere in this respect.
23. Unless renewed, this Agreement shall automatically expire on date : 11.04.2018. *Geeta SR*
24. SANKALP will be entitled to cancel this agreement on the ground of any breach of the condition of this agreement by giving ~~30~~ ⁴⁵ days notice. Prior to giving termination notice the Licensor shall give ~~30~~ ⁴⁵ days notice to the Master Licensee to cure such breach. Failure to cure such breach on part of the Master Licensee shall attract termination as stated above. *Geeta SR*
25. The Master Licensee undertakes that during the pendency of this agreement and for five years after the termination of this agreement, the Master Licensee shall not, in the same premises or within India, or United States of America, or anywhere in the World start, invest in, support technical or in any other way any similar business selling same line of product or service so as to be of competition to the Licensor. The Licensor shall ensure that its partners, sister concern, parent companies, associate companies and all other person, firm or companies connected to the Master Licensee comply with this non compete clause.
26. This agreement shall be governed by the prevailing laws of India. Any dispute/claim or contentions in respect of or arising out of or relating in any matter to the provisions of this agreement shall be settled amicably. Should such Amicable Settlement prove impossible then the same shall be settled by arbitration under the rules of arbitration.
- Geeta SR*

27. This agreement is executed and signed at Ahmedabad and therefore the courts of Ahmedabad have jurisdiction.

28. This Agreement has been prepared and executed on two original stamp papers. Both the Parties shall keep an original agreement with them.

IN WITNESS WHEREOF the parties here to have hereunto set their respective hands the day, month and year first herein above written.

SIGNED ON BEHALF OF

SANKALP RECREATION PVT. LTD.

Through its Managing Director

NAME : KAILASH R. GOENKA

WITNESS NAME :

Signature :

SIGNED BY

Prayosha Restaurant Group, LLC ,

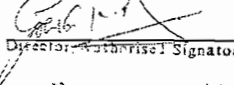
Through its President,

Mr. SURESH N. PATEL

WITNESS NAME :

Signature:

For Sankalp Recreation Pvt, Ltd,


Director: Authorized Signatory

